

AWARD/CONTRACT			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)			Rating DOA4			Page 1 Of 24		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0590			3. Effective Date 2004JUN30			4. Requisition/Purchase Request/Project No. SEE SCHEDULE					
5. Issued By TACOM WARREN AMSTA-AQ-ATBC ELOIS WASHINGTON (586)574-8470 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WASHINGE@TACOM.ARMY.MIL			Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339					Code S1403A		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CONLEY & ASSOCIATES, INC. CONLEY & ASSOCIATES, INC. 930 KEHRS MILL ROAD BALLWIN, MO. 63011-2462 TYPE BUSINESS: Other Small Business Performing in U.S.						8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE					
9. Discount For Prompt Payment						10. Submit Invoices (4 Copies Unless Otherwise Specified)			Item 12		
Code 0JDM6 Facility Code						To The Address Shown In:					
11. Ship To/Mark For SEE SCHEDULE			Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381					Code HQ0339		
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 32035000031C1C03P511083252G S20113 W56HZV								
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit		15E. Unit Price		15F. Amount	
15G. Total Amount Of Contract \$25,385.14											
16. Table Of Contents											
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)				
Part I - The Schedule				Part II - Contract Clauses							
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X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	24				
X	D	Packaging and Marking	9	Part IV - Representations And Instructions							
X	E	Inspection and Acceptance	13		K	Representations, Certifications, and Other Statements of Offerors					
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Contracting Officer Will Complete Item 17 Or 18 As Applicable											
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W56HZV04R0700 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. Name And Title Of Signer (Type Or Print)						20A. Name Of Contracting Officer GLORIA MCCrackEN MCCRACKG@TACOM.ARMY.MIL (586)574-6524					
19B. Name of Contractor			19c. Date Signed		20B. United States Of America				20C. Date Signed		
By _____ (Signature of person authorized to sign)					By _____/SIGNED/ (Signature of Contracting Officer)				2004JUN30		
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE 25-106 GPO : 1985 0 - 478-632 Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)											

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SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY - FIRM FIXED PRICE CONTRACT SOLICITATION

a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command (TACOM) is soliciting offers to develop, validate and deliver a formal change package. The format and level of details in this Change package will be similar to the coverage of the Container Roll-in/Out Platform (CROP) manual, TM 9-3990-260-14&P, July 2001.

b. UNIQUE ASPECTS OF THIS SOLICITATION:

- (1) The M3/M3A1 CROP Technical Manuals will be acquired as a 100% small Business Set-Aside basis.
- (2) The Proposals will be evaluated on the basis of Technical Capability, Past Performance, and Cost, which will have equal importance.

c. NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete the fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

d. NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____.

e. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to this solicitation:

You must return one signed original of your offer, completed and properly executed, by the time and date shown in block 9 of the standard Form 33 (SF 33). The local time in Michigan is Eastern Standard Time.

(2) Set-Aside Information:

Solicitation is restricted to Small Businesses

(3) Acknowledgement of Amendments:

Please acknowledge any amendment(s) to this solicitation in the space provided in block 14 of the SF 33. Include the number and date of each amendment.

(4) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section I: NOTICE OF TACOM OMBUDSPERSON, AND HQ AMC-LEVEL PROTEST PROGRAM.

g. INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE SOLICITATION:

This executive summary has been prepared as an aid to you, the offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF 33.

h. NOTICE REGARDING EVALUATION CRITERIA

Contract Award will be made on the basis of Technical Capability, Price and Past Performance.

1. The Government will evaluate the following:
 - a. The contractor's specific knowledge/experience in preparing technical manuals for operation, maintenance, and parts.
 - b. The contractor's Past Performance
 - (1) The contractor's previous Technical Performance under previous and similar contracts.
 - (2) The customer's satisfaction with contractor's work under previous contracts.
 - c. Price
2. The Government will evaluate past performance based on information obtained from various sources, such as contracting officer knowledge of the offeror, previous contract history and experience, the pre-award monitor, etc. The Government does not assume the duty to search for data to cure any problems it identifies in this portion of the evaluation.
3. The government reserves the right to award to other than the lowest price responsible/responsive offeror.

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i. NOTICE REGARDING SUBMITTING PROPOSAL ELECTRONICALLY

When transmitting your proposal electronically the offeror is responsible for submitting proposals, and any modifications or revisions, so as to ensure that all parts of the proposal are received at the designated electronic mailbox before the designated time. If the entire proposal is not received completely before the designated time it will be considered a late proposal.

*** END OF NARRATIVE A 002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM		LO		\$ 25,385.14
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CROP MANUAL UPDATES PRON: J632D477J6 PRON AMD: 01 ACRN: AA AMS CD: 51108309009				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 0 30-SEP-2004				
	\$ 25,385.14				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

SCOPE OF WORK

Technical Publications

Using source data (TM 9-3990-260-14&P, July 2001) provided by TACOM, the Contractor shall develop, validate and deliver a formal Change package. The format and level of detail in this Change package will be similar to the coverage of the Container Roll-in/Out Platform (CROP) manual, TM 9-3990-260-14&P, July 2001.

This Change shall be an update to TM 9-3990-260-14&P and will incorporate all of the applicable Change Indicators such as Change 1,2 or 3 etc.,at the bottom of each effected page (s) and Change Bar (s)adjacent to the changed materials as required by MIL-STD-40051B. The Contractor shall incorporate all formatting considerations at the onset of the effort.

This Change effort will affect the M3 CROP starting with serial numbers " SC09001" and beyond and include additions to the technical manual addressing wear on the M3A1 CROP.

M3 Change Package

The M3 CROP Change package will contain the following new materials starting with the introduction section:

- Change pages for:
 - Cover
 - Warning Pages (weights may differ on new CROP)
 - May have some new additional WARNINGS
 - P-D-680 Warning needs to be updated to MIL-PRF-680
 - New List Of Effective Pages page
 - Update AEPS Web site, RI address and website
 - for Reporting errors on TOC page
 - How to Use This Manual
 - Table of Contents
 - Index addressing the additions to the M3 CROP Flatrack, beginning with Serial Number "SC09001" and above
- Appendices addressing the addition of the new M3 CROP.
- Chapter 1- M3 CROP Introduction (Note: Information not supplied will be provided at the Start of Work Meeting):
 - Para 1-1 SCOPE, b. Model Number and Equipment Name. Add serial number affectivity.
 - Para 1-3 Artwork may change to show new Crop differences.
 - Para 1-7 Warranty update, Telephone #
 - Para 1-8 EIR Reporting, new address.
 - Para 1-9. QA/QC address update.
 - Para 1-11. Equip Description may need to be updated to show new

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CROP differences/features.

Para 1-12. Addition of new location for new CROP major components (artwork changes)

Para 1-14. Add information pertaining to Blocker assemblies for new CROP.

4. Chapter 2- M3 CROP Operating Instructions:

Table 2-7 PMCS TABLE. Add information on Blockers and BII inspection.

Para 2-10 Installation of new Blockers Assemblies will need to be updated.

Para 2-11 Add information on BII / Stowage locations.

Para 2-14 Add Information on new blocker assemblies for Stacking and Loading procedures.

Para 2-15 Add information and art on new Trailer Interface Kit (TIK) to include stowage locations

Para 2-16 Add information pertaining to stowage location for Hook Arm Extension (HAE)

5. Chapter 3- M3 CROP Operator Maintenance Instructions

6. Chapter 4- M3 CROP Unit Maintenance Instructions:

Para 4-4 Add information for replacement of P-D-680 with MIL-PRF-680

Para 4-8 Warning, Add information for replacement of P-D-680 with MIL-PRF-680

Table 4-1 Unit PMCS. Possible change to bail bar wear criteria See M3A1 PMCS

Para 4-15 Replacement procedures may be required for Stowage box door.

7. Chapter 5- M3 CROP DS/GS Maintenance (Note: Information not supplied will be provided at the Start of Work Meeting):

Para 5-6. Possible revision to include wear criteria (maximum of 10 pages - text only).

8. Appendix C - Components Of End Item (COEI) And Basic Issue Items (BII) Lists, (Note: Information not supplied will be provided at the Start of Work Meeting):

Table C-1 Basic Issue Items (BII) - Updated National Stock Numbers and part numbers

9. The M3 CROP (produced by Summa Technology Inc.) has the addition of storage provisions for the Hook Arm Extension (HAE) and the Trailer Interface Kit (TIK) and the relocation of the storage of the Basic Issue Items (BII) tools for easier access. These changes impact the following components:

a. Basic Issue Items (BII)

Items stored on the M3 CROP:

Bar, Pin,(CAGE 19200), part number 12468755

Hammer, Wooden Handle, Soft Faced (CAGE 49181), part number KT171714

Socket, 2-1/4" 3/4 in Drive (CAGE 8Z799), part number H1272

Socket, Socket Wrench, 3/4 in. Drive (CAGE 77053) part number 9649

Extension, Hook Arm (CAGE OBJH4) part number 12468660

Items stored on the PLS Trailer

Ramp, Loading Vehicle (CAGE 07GE7) part number 2-33901

The storage of the web strap assemblies are unchanged.

b. Changes To The CROP As A Result Of BII Storage Relocation

1. Relocated components in modified Front Blocker Assembly Storage Area - The driver side Front Blocker Assembly has been modified by adding a rectangular box section with a small door to provide enough room for the storage of the Pin Bar, Soft Faced Wooden Handle Hammer, and the -inch Drive Socket Wrench Socket.

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2. Relocated components on the A-Frame:

a. Relocated 3/4 inch Drive 2-1/4 inch Socket on the A-frame Support Beam (PN12468819) - A pin was welded in the center of the support beam with a hole drilled through to allow the socket to be stored and secured through the use of a hitch pin. The socket itself has been treated with a black oxide coating in lieu of the chrome finish on previous sockets provided.

b. Storage provisions for the Summa Loading Ramps - Provisions shall be added to the top of the A-frame to secure the new Summa Loading Ramps to the CROP during mission and storage operations.

3. Relocated Hook Arm Extension at the rear of the CROP under the deck - In order for this storage location to work, the center rear stake beam assembly (PN 12468874) was eliminated. A steel plate was welded in place, which allowed enough room to slide the HAE into the area between the steel plate and the deck of the CROP. A hole drilled into the steel plate will allow the HAE pin to be used to hold the HAE in place during transport.

4. Component Change On The PLS Trailer - A new Summa TIK (2 Loading Ramps and 2 Hanger Brackets) has been created to replace the TIK previously provided by Hyundai.

In the field, the soldier will have to either:

a. Remove the old Hyundai brackets and loading ramps from the trailer and replace them with the new Summa Brackets and ramps because the Hyundai and Summa hardware are not Interchangeable (Summa ramps cannot be used with Hyundai brackets, etc.) without modification to the Hyundai hanger bracket.

- or -

b. Modify the Hyundai brackets to enable it's use with the new Summa loading ramps. Material will have to be removed by grinding the top support plate of the Hyundai ramps so that it measures 1 inch by 3 inches by 0.25 inch and repainting the bare metal. Removing this material provides enough clearance between the support flange on the new Summa ramp and the Hyundai bracket to allow proper mounting and pinning of the ramp (text and artwork required).

c. Additional Changes To The CROP

1. The D-ring pocket openings were lengthened to allow the snap hook to drop in directly and attach forward and aft to the D-ring anchor bar.

2. Summa CROPs will be painted CARC black with CARC green stenciling. A new stencil shall be added to the side rails of the CROP, indicating the center of gravity.

M3A1 Change Package

The M3A1 CROP Change package will contain the following new material:

1. Chapter 10- M3A1 CROP DS Maintenance (Note: Information not supplied will be provided at the Start of Work Meeting):

Para 10-6. Possible revision to include wear criteria (maximum of 10 pages - text only).

Contract Requirements

a. Contractor shall also prepare a Printers Running Sheet, List Of Effected Pages (LOEP) and Authentication Page for the subject manual. The Contractor shall provide an Excel version of the running sheet in addition to the draft and final draft paper versions.

b. The Contractor shall prepare digital files in Adobe Acrobat 5.0 pdf format, or better with intelligent text. Intelligent is defined as text that can be selected, copied, linked on, etc. The text must not be bit-mapped type graphic data. The Contractor shall deliver this information to the Government on Compact Disc (CD). Technical Manual publishing dates, Identification Number (IDN), Publication Identification Number (PIN) and Authentication statements will be provided for insertion before Final Draft Equipment Publication (FDEP) delivery. Technical manual delivered under this Scope of Work shall be free of any copyright restrictions for printing and distribution by the Army (See CDRL A001 block 16).

c. Either the Government or the Contractor at any time during the performance of this contract may request In-Process Reviews

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(IPR). IPRs will be conducted at the Contractors facility. The Government anticipates approximately two IPRs each, lasting no more than 2 days. The first IPR shall occur when approximately 25 percent of the first Change update is completed for TM 9-3990-260-14&P. The second IPR will take place at a mutually agreed upon date.

d. The Contractor shall physically test/validate 100 percent of the new and updated materials being prepared under this contract. Method of testing /validation shall be at Contractors discretion, however, testing/validation methodology shall be sufficient to correct all technical inaccuracies within the materials being prepared under this contract. The Government reserves the right to verify the Contractors Draft Equipment Publication (DEP). In addition to reviewing the initial DEP for conformance to the requirements of the governing documents, the Government reserves the right to perform verification by one or more of the following methods:

1. Witnessing Contractors validation review as scheduled in accordance with the validation schedule.
2. Reviewing the technical content of the Preliminary Draft Equipment Publications (PDEP) by having Government personnel perform the operation and maintenance procedures on the equipment at the Contractors plant.
3. Correction of Errors. The Contractor shall maintain records showing dates of validation reviews, manuscript material reviewed, findings, and action taken. The Government reserves the right to examine these records at the Contractors facility.

e. The Contractor will be given access to the M3 CROP at TACOM (Warren, Michigan, building 219) for the purpose of obtaining source data and photographing the flatrack and other associated materials.

Deliverables: The Contractor shall make three (3) deliveries of the M3/M3A1 Change Package as part of this effort. These deliveries are as follows:

- a. The PDEP hardcopy will be used for Validation/Verification (Val/Ver) of the technical information and will contain draft text and art. Five (5) copies of this PDEP will be delivered to TACOM. Due Date: 60 Days After Contract (DAC) award (See CDRL A001).
- b. The Draft Equipment Publication (DEP) hardcopy. The DEP will be a post Val/Ver copy showing that comments from the Val/Ver have been appropriately captured and will also include any engineering change proposals provided to the Contractor prior to the configuration cut-off date established by TACOM. Five (5) copies of this draft will be delivered to TACOM. Due Date: 15 days after completion of Val/Ver effort (See CDRL A001).
- c. Final Draft Equipment Publication (FDEP) shall be submitted in hard copy and compact disc . The FDEP shall consist of digital files in Adobe Acrobat 5.0 pdf format, or better with intelligent text. The Contractor shall deliver this information to the Government on Compact Disc (CD) which will constitute the FDEP delivery. Due Date: 15 days after receipt of TACOM DEP comments (see CDRL A001).

Performance Certifier: Porter Phillips, TACOM, AMSTA-LC-CHHE

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
<p>[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at http://www.acq.osd.mil/uid .]</p> <p>(a) Definitions. As used in this clause--</p> <p>"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.</p> <p>"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.</p> <p>"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.</p> <p>"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.</p> <p>"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uid .</p> <p>"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.</p> <p>"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.</p> <p>"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.</p> <p>"Issuing agency code" means a code that designates the registration (or controlling) authority.</p> <p>"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.</p> <p>"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.</p> <p>"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.</p> <p>"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).</p>		

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number:

Item Description:

(iii) Subassemblies, components, and parts embedded within items as specified in ____.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier**, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Government's unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.
 ** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
 - (i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
- (b) The Government's proposed delivery schedule is:
- | | | |
|-------------|-------------|-----------------|
| <u>CLIN</u> | <u>DAYS</u> | <u>QUANTITY</u> |
| 0001AA | 90 DAA | 1 Lot |
- (c) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
- (d) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

F-3	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
- ZERO percent increase; and
- ZERO percent decrease.
- (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-4	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	MAY/2004
Rail/	MILSTRIP		

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Motor <u>SPLC*</u>	Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/	OBLG	ORDER	ACCOUNTING	OBLIGATED
ITEM	MIPR	ACRN STAT	ACCOUNTING CLASSIFICATION	STATION	AMOUNT
0001AA	J632D477J6	AA 2 21	32035000031C1C03P511083252G S20113	3ZHT12 W56HZV \$	25,385.14
	51108309009				
	A13P50091CJ6				
				TOTAL \$	25,385.14

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	32035000031C1C03P511083252G	S20113		W56HZV	\$ 25,385.14
						TOTAL	\$ 25,385.14

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-3	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-5	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
H-6	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-2	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-4	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-5	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-6	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-7	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-8	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-9	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-10	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-11	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-12	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-13	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-14	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-15	52.232-1	PAYMENTS	APR/1984
I-16	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-17	52.232-11	EXTRAS	APR/1984
I-18	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-19	52.232-25	PROMPT PAYMENT	OCT/2003
I-20	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-21	52.233-1	DISPUTES	JUL/2002
I-22	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-23	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-24	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-25	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-26	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-27	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-28	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-29	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-30	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-31	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-32	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-33	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-34	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-35	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(a) Hazardous material , as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.
(If none, insert None)

_____	_____
_____	_____
_____	_____

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

- (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-36	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-37	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR/2003
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(a) Definitions. As used in this clause--

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or

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affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-38 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-39 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the

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discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-40 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
 - (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
 - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
 - (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

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(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-41	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST	03-DEC-2003	001	
Attachment 001	TM 9-3990-260-14&P	30-JUL-2001		